

REMARKS

Claims 12-20 are pending in the instant application. Of these, claims 12-13 were withdrawn in a previous action. Claims 14-20 have been rejected under 35 U.S.C. §103(a). Applicants traverse the rejections of claims 14-20 and request reconsideration in view of the remarks presented herein.

Claim Rejections under 35 U.S.C. §103

Claims 14-20 have been rejected under 35 U.S.C. §103(a) as being allegedly unpatentable over U.S. Patent No. 4,799,156 issued to Shavit et al. (hereinafter "Shavit") in view of U.S. Publication No. 2003/0126000A1 to Clendenin. For at least the reasons presented herein, the Applicants traverse the rejections under 35 U.S.C. §103(a) and request reconsideration and withdrawal of the rejections of claims 14-20.

It is believed that claims 14-20 are patentable over Shavit in view of Clendenin because neither Shavit nor Clendenin, alone or in combination, teach or make obvious each and every element of Applicants' claims 14-20.

The Examiner states that Shavit teaches or makes "obvious the limitations of the claims including a system for facilitating supply chain processes whereby multiple users in a supply chain can interact concurrently to provide various services and support to each other" (Office Action, page 2). The Applicants respectfully disagree. Claim 14 recites a manufacturing entity that comprises a server, an outsourced supply chain tool executing on the server, a data storage device in communication with the server, and network links to a contract manufacturer system and a customer focus team system assigned to the contract manufacturer system based upon geographic proximity. Shavit does not teach or make obvious these elements. Specifically, Shavit does not teach or suggest a manufacturer system that includes a server executing an outsourced supply chain tool. Rather, Shavit is directed to an interactive market management system 50 that enables a plurality of buyers and sellers via a subscription arrangement to engage in business

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transactions over a network (see FIGs. 1 and 2; Abstract). These entities receive the services offered via an interface 79 of the interactive market management system 50 through various security/authorization tools in place (col. 5, lines 58-62; col. 6, lines 4-9; col. 9, line 43-col. 10, line 44). Contrary to Shavit, the outsourcing tool as recited in Applicants' claim 14 is implemented by a single entity, i.e., the manufacturing entity, and is without a subscription-based application. Thus, the system and its configuration elements as provided in the Applicants' claims 14-20 are neither taught nor suggested by Shavit (FIGs. 1 and 2).

Additionally, Shavit does not teach or suggest the manufacturing entity includes network links to a contract manufacturer system and a customer focus team system, which is assigned to the contract manufacturer system based upon geographic proximity. The Examiner concedes that Shavit lacks the teaching of a customer focus team system performing logistical administrative services, the customer focus team system assigned to the contract manufacturer system based upon geographic proximity. However, the Examiner asserts that Clendenin provides these features including "a link to a contract manufacturer system (i.e., "brake pad manufacturer" 110a; See paragraph 0004) and a link to a supplier system (i.e., tire manufacturer 112; See paragraph 0004); network links to secondary suppliers which may provide "logistical" support and services (support and services include technical consulting, accounting, and legal service; See paragraph 0005) to the contract manufacturer system and the supplier system (See paragraph 0005, last two lines)" (Office Action, page 2). The Examiner then states that it would have been obvious to one of ordinary skill in the art at the time of the invention modify Shavit in view of Clendenin to include a customer focus team system performing logistical administrative services in order to provide a means for the manufacturer to have knowledge of it's supply chain partner's business operations so that the manufacturer can increase production. The Applicants respectfully disagree and submit that Clendenin fails to cure the deficiencies of Shavit.

Clendenin is directed to a system for enabling the integration of small to medium

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sized enterprises (SMEs) into larger business information networks (par. 0003). The system taught by Clendenin seeks to solve the problem encountered by SMEs relating to the prohibitively high costs of obtaining specialized software and hardware systems required for integrating the SMEs' processes into the business information networks utilized by larger organizations such as OEMs (par. 0011-0012). Clendenin teaches a system for sharing business information by establishing user access profiles and establishing SME client processes to perform actions including "access SME supply chain data, translate SME supply chain data from a native format to a common format, and transmit common format SME supply chain data via...communications network" (par. 0014). Thus, the system of Clendenin provides a means for integrating disparate forms of business information so that SMEs and OEMs can engage in sharing business information.

Moreover, the primary and secondary suppliers taught by Clendenin (par. 0004-0005) and referred to above by the Examiner do not teach the administrative support elements as recited in Applicants' claim 14, namely: facilitating transfer and replenishment of components needed during manufacture; ensuring ongoing inventory demand issues are addressed and resolved; obtaining and providing metrics on outsourced supply chain parts and activities; assisting said contract manufacturing system during shortfalls of supplies; collaborating with said commodity team council systems relating to acquisition of critical parts; and providing assistance on matters related to import, export, and tax issues. For at least these reasons, it is respectfully submitted that Clendenin has been misapplied as a reference with regard to Applicants' claim 14. The Applicants request reconsideration and withdrawal of the rejection of claim 14.

Claims 15-20 depend from claim 14. Accordingly, for at least this reason, it is believed that claims 15-20 are patentable over Shavit in view of Clendenin. The Applicants respectfully request reconsideration and withdrawal of the outstanding rejections of claims 15-20.

In view of the foregoing, it is respectfully submitted that the instant application is in condition for allowance. Accordingly, it is respectfully requested that this application be allowed and a Notice of Allowance issued. If the Examiner believes that a telephone conference with Applicant's attorneys would be advantageous to the disposition of this case, the Examiner is cordially requested to telephone the undersigned.

In the event the Commissioner of Patents and Trademarks deems additional fees to be due in connection with this application, Applicant's attorney hereby authorizes that such fee be charged to Deposit Account No. 09-0458.

Respectfully submitted,

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